

16685-10
RECORDATION NO. FILED 1425

#60 New Number

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

LAW OFFICES

16685 A

- A
- B
- C

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD

OF COUNSEL
URBAN A. LESTER

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

TELETYPE
340367 A AND A

TELEFAX
(202) 393 2156

* ALSO ADMITTED IN NEW YORK

* ALSO ADMITTED IN MARYLAND

DEC 28 1989 -10 05 AM

December 28, 1989

INTERSTATE COMMERCE COMMISSION

9-362A027

16685

RECORDATION NO. FILED 1425

Ms. Noreta R. McGee

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

RECORDATION NO. FILED 1425

DEC 28 1989 -10 05 AM

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) fully executed original copies # each of four (4) related primary documents described as 1) Assignment and Purchase Agreement (1989) dated as of December 2, 1989 ("Assignment") 2) Memorandum of Trust Indenture and Security Agreement dated as of December 2, 1989 ("Security Agreement"), 3) Memorandum of Trust Agreement dated as of December 2, 1989 ("Trust Agreement") and 4) Memorandum of Equipment Lease dated as of December 2, 1989 ("Lease").

The names and addresses of the parties to the enclosed documents are:

Assignment

Assignor: Oxy Petrochemicals Inc.
Five Greenway Plaza
Suite 2500
Houston, TX 77046

Assignee: The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Security Agreement:

Owner Trustee: The Connecticut National Bank
777 Main Street, MSN 238
Hartford, CT 06115

Indenture Trustee: Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21201

* Two Copies of document 1).

Ms. Noreta R. McGee
December 28, 1989
Page 2

- -

Trust Agreement:

Trustor: Ford Motor Credit Company
c/o United States Capital Equipment
Fairlane Plaza South, Suite 700
330 Town Center Drive
Dearborn, MI 48126

Trustee: The Connecticut National Bank
777 Main Street, MSN 238
Hartford, CT 06115

Lease

Lessor: The Connecticut National Bank, as Owner Trustee
777 Main Street, MSN 238
Hartford, CT 06115

Lessee: Oxy Petrochemicals, Inc.
Five Greenway Plaza
Suite 2500
Houston, TX 77046

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of \$60 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

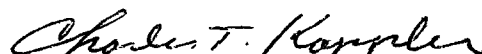
Kindly return stamped copies of the enclosed documents not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Suite 200, Washington, D.C. 20006.

Ms. Noreta R. McGee
December 28, 1989
Page 3

A short summary of the enclosed documents to appear in the Commission's Index is:

Assignment and Purchase Agreement (1989) between Oxy Petrochemicals, Inc. ("Oxy"), Assignor, and The Connecticut National Bank, Owner Trustee ("CNB"), Memorandum of Trust Indenture and Security Agreement between "CNB" and Mercantile-Safe Deposit and Company, Indenture Trustee; Memorandum of Trust Agreement between Ford Motor Credit Company, Trustor, and CNB; and Memorandum of Equipment Lease between CNB, Lessor, and OXY, Lessee, each dated as of December 2, 1989, covering railcars.

Very truly yours,


Charles T. Kappler

CTK/skh
Enclosures

SCHEDULE A

400 Rail Cars as follows:

<u>Quantity</u>	<u>Manufacturer</u>	<u>Description</u>
400	Union Tank Car Company	ALAX 61001 - ALAX 61400

Interstate Commerce Commission
Washington, D.C. 20423

12/28/89

OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/25/89 at 10:05am and assigned recordation number(s). 16685, 16685-A, 16685-B & 16685-C

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16685
RECORDATION NO. _____ FILED 1425

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

=====

ASSIGNMENT AND PURCHASE AGREEMENT
(1989)

Dated as of December 2, 1989

Between

OXY PETROCHEMICALS INC.

as Assignor

and

THE CONNECTICUT NATIONAL BANK
Not in its Individual Capacity but
solely as Owner-Trustee
As Assignee

=====

Filed with the Interstate Commerce Commission
pursuant to 49 U.S.C. § 11303
on December __, 1989 at __:__ .m.,
recordation number _____

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ASSIGNMENT AND PURCHASE AGREEMENT (1989), dated as of December 2, 1989 ("Assignment Agreement"), between OXY PETROCHEMICALS INC. ("Assignor") and THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner-Trustee under the Trust Agreement dated as of December 2, 1989 with the Trustor named therein ("Assignee"),

W I T N E S S E T H:

WHEREAS, ABB CREDIT FINANS A.B. ("Lessor") a corporation organized under the laws of Sweden, as lessor, and Assignor, as lessee, have entered into (i) the Lease Agreement dated as of December 12, 1989 (the "Lease"), relating to certain railcars described in Schedule I hereto (the "Railcars") (ii) the Call Option Agreement dated as of December 12, 1989, (the "Call Option") relating to an option to purchase the Railcars granted to Assignor by Lessor; and (iii) the Sales Agency Agreement dated as of December 12, 1989 (the "Sales Agency Agreement") relating to the sale of the Railcars in the event the Call Option is not exercised;

WHEREAS, in connection with the Lease, Assignor and Hollandische Bank-Unie N.V. (the "Bank") have entered into the Liabilities Assumption Agreement dated as of December 12, 1989, (the "Liabilities Agreement") and Assignor, Lessor and the Bank have entered into the Payments Undertaking Agreement, dated as of December 21, 1989, (the "Payments Agreement") in each case relating to the assumption by the Bank of certain payment obligations of Assignor under the Lease, the Call Option and the Sales Agency Agreement, and Lessor and Assignor have entered into the Security Agreement dated as of December 12, 1989 (the "Security Agreement") whereby Lessor has secured certain of its obligation to Assignor and has granted to Assignor a Power of Attorney dated December 12, 1989 (the "Power of Attorney");

WHEREAS, the Assignor wishes to assign all its rights, benefit and interest in and to the Railcars and certain of its rights, benefit and interest in and to the Lease, the Call Option, the Sales Agency Agreement, the Liabilities Agreement the Payments Agreement, the Security Agreement and the Power of Attorney (collectively the "Assigned Documents"), to and in favor of the Assignee on the terms hereof and;

WHEREAS, simultaneously herewith Assignee and Assignor are entering into the Equipment Lease dated as of December 2, 1989 (the "U.S. Lease") and Assignee is entering into the Trust Indenture and Security Agreement, dated as of December 2, 1989 (the "Indenture") with Mercantile-Safe Deposit and Trust Company ("Indenture Trustee").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions.

Unless the context otherwise requires, capitalized terms defined in, or by reference in, the Assigned Documents have the same meaning when used in this Assignment.

Section 2. Assignment and Transfer.

(a) In consideration of the payment by Assignee to Assignor of the sum of Ten U.S. Dollars (U.S. \$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, (i) the Assignor hereby assigns and transfers absolutely to the Assignee all of its rights, benefit and interest in and to (v) the Railcars, (w) the Lease (including, without limitation, the right to exercise any option to terminate the Lease pursuant to Sections 10.3, 10.4 or 10.5 of the Lease, the right to have title to any Railcar vest in Assignee to the exclusion of Assignor at any time that title to such Railcar would vest in Assignor pursuant to the terms of the Lease, the right to grant any consent or approval pursuant to Section 13.1 of the Lease, and the rights with respect to warranty rights under the Purchase Documents Assignment to the extent assigned to Assignor by the Lessor under the Lease and all claims for damages in respect of any Railcar arising as a result of any default by the Manufacturer under the Purchase Agreements, and all claims arising thereunder); reserving, however, to Assignor the nonexclusive right to terminate the Lease pursuant to Sections 10.3 and 10.4 of the Lease but not the right to have title vest in Assignor pursuant to such Sections, (x) the Call Option; (y) the Sales Agency Agreement, including without limitation, the right to receive the success fee provided for in Section 5 of the Sales Agency Agreement; and (z) the Security Agreement and Power of Attorney and (ii) the Assignor hereby assigns to the Assignee its rights, benefit and interest in and to (w) that certain letter dated the date hereof from Algemene Bank Nederland N.V. in respect of the transactions contemplated by the Lease (the "Parent Guaranty") (y) the Liabilities Agreement and (z) the Payments Agreement; provided however that such assignment in clause (ii) hereof to the Assignee shall not be to the exclusion of the continuing rights, benefit and interest of the Assignor in the same and (iii) the Assignor hereby assigns to the Assignee to the extent assigned in clauses (i) and (ii) all rights of the Assignor to exercise any election or option or to make any decision or determination or give any notice, consent, waiver or approval or to take any other action under or with respect to the Assigned Documents and all rights, powers and remedies on the part of the Assignor with respect thereto, whether acting under the Assigned Documents or by statute or at law or in equity. With respect to the rights, benefits and interests to the extent assigned and transferred in this Section 2, references in the Assigned Documents to the "Lessee" shall be deemed to be references to the Assignee.

(b) This Assignment shall not transfer any of the obligations of the Assignor under the Assigned Documents, and the burden of the terms and conditions of the Assigned Documents imposed upon the Assignor, including without limitation, the obligation to make any payment of any Termination Sum

under the Lease, the Call Option Price under the Call Option or any payment to Lessor as Principal pursuant to the terms of the Sales Agency Agreement shall not hereby in any way pass to or be assumed by the Assignee. For the avoidance of doubt and in furtherance of the foregoing, the Assignor hereby agrees that (i) the Assignee shall not be obliged to perform any duty, covenant or condition required to be performed by the Assignor under any of the terms of the Assigned Documents and (ii) all such duties, covenants and conditions are and shall remain the obligations of Assignee.

Section 3. Covenants.

(a) The Assignor covenants in favor of the Assignee that:

(i) it will not agree or purport to agree to any amendment to any provision of any Assigned Document without the consent of Assignee; and

(ii) it shall, upon the request of the Assignee, promptly execute and deliver any and all such further instruments and documents as the Assignee may reasonably require for the purpose of obtaining the full benefit of this Assignment and the rights and powers hereby assigned and granted.

(b) The Assignee covenants in favor of the Assignor that, so long as no Event of Default (as defined in the U.S. Lease) under the U.S. Lease shall have occurred and be continuing, that it will not exercise any right to terminate the Lease under Section 10.4 thereof on any Payment Date occurring before the tenth anniversary of the Lease Commencement Date.

Section 4. Power of Attorney.

The Assignor hereby irrevocably appoints the Assignee with full power of substitution to be its attorney and in its name and on its behalf to (i) act under the Power of Attorney, as substitute for Assignor, with full powers thereunder as if Assignee had been named therein, and (ii) to execute, sign and do all deeds, instruments, acts and things whatsoever which it shall in the opinion of the Assignee be necessary or expedient that the Assignor should execute sign or do for the purpose of carrying out any obligation hereby declared or imposed upon the Assignor or for giving to the Assignee on its behalf the full benefit of any of the provisions hereof and generally to use the Assignor's name in the exercise of all or any of the powers hereby conferred on the Assignee. The Assignor covenants with the the Assignee that it will ratify and confirm all that the attorney shall lawfully do or cause to be done by virtue of this Section 4.

Section 5. Miscellaneous.

(a) This Assignment shall be binding on and inure to the benefit of the Assignor and its successors. This Assignment shall be binding on and inure to the benefit of the Assignee, its successors and assigns.

(b) No failure or delay by the Assignee in exercising any right, power or remedy shall operate as a waiver thereof nor shall any single or any partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers or remedies provided by law.

(c) If at any time any one or more of the provisions of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction and the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(d) This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

Section 6. Notices.

All notices and other communications provided for herein shall be in writing. Notices and other communications shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or otherwise actually received, addressed as follows:

If to the Assignor:

OXY PETROCHEMICALS INC.
Five Greenway Plaza, Suite 2500
Houston, Texas 77046
Attention: Debt Compliance

Copy to: Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Vice President and
Treasurer

If to the Assignee:

THE CONNECTICUT NATIONAL BANK
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

or at such other place as any such party may designate by notice duly given in accordance with this Section to the other parties.

Section 7. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Section 8. Limitation of Liability.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Assignee, are not intended as personal representations, covenants, undertakings and agreements of The Connecticut National Bank or for the purpose or with the intention of binding it personally but are made and intended in its capacity as Owner Trustee and for the purpose of binding only the Trust Estate (as such term is defined in the Trust Agreement referred to in the caption hereof); such Trust Estate is the Assignee hereunder, and this Assignment is executed and delivered by The Connecticut National Bank not in its own right but solely in the exercise of the powers conferred upon it as trustee; and no personal liability or personal a responsibility is assumed by nor shall at any time be asserted or enforceable against The Connecticut National Bank on account of this Assignment or on account of any representation, covenant, undertaking or agreement of it in this Assignment contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Assignor herein and by all persons claiming by, through or under the Assignor; excepting however that the Assignor or any person claiming by through or under it making claim hereunder, may look to said Trust Estate for satisfaction of the same.

Section 9. Security for Indenture Trustee.

Assignor hereby acknowledges that this Assignment Agreement has been assigned to Indenture Trustee pursuant to the Indenture, that Assignor has received an executed copy of the Indenture and that Assignor consents to said assignment, subject to the rights of Assignor under this Assignment Agreement. In the case of conflict between Assignor and Indenture Trustee as to said assignment, Assignor shall have the right of interpleader. Indenture Trustee, as such assignee, shall not be obligated to perform any duty, covenant or condition required to be performed by Assignee under the terms of this Assignment Agreement. It is understood that, for the purpose of securing the Notes (as defined in the Indenture) and the covenants of Indenture Trustee contained in the Indenture, Indenture Trustee has succeeded to all of Assignee's rights and privileges herein. Assignor further agrees that it will deliver to Indenture Trustee at its address set forth in the Indenture copies of all notices, consents and other instruments it either sends or receives under the Assigned Documents.

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity, but
solely as Owner Trustee, as Assignee

By: 
Title: _____
TRUST OFFICER

OXY PETROCHEMICALS INC.
as Assignor

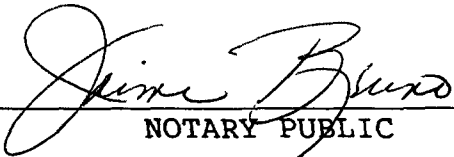
By: _____
Title: _____

NY/3224P

State of _____)
County of _____) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Rinette Bouchard, to me personally known or so proven to be, who, being by me duly sworn, says that she is a Trust Officer of The Connecticut National Bank, ("Trustee"), that the foregoing instrument was signed on behalf of the Trustee by authority of the Board of Directors of Trustee and she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of December, 1989.


NOTARY PUBLIC

JAIME BRUNO
NOTARY PUBLIC, State of New York
No. 4041800
Qualified in Westchester County
Commission Expires April 30, 1991

[SEAL]

My Commission Expires:

April 30, 1991
Date

NY:1378Q

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity, but
solely as Owner Trustee, as Assignee

By: _____
Title:

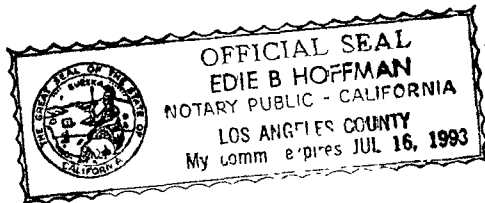
OXY PETROCHEMICALS INC.
as Assignor

By: Joe Blaine
Title: Joe Blaine
Attorney-in-fact

State of California)
County of Los Angeles) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Joe Blaine, to me personally known or so proven to be, who, being by me duly sworn, says that he/she is a Attorney-in-fact of the Oxy Petrochemicals Inc., (the "Company"), that the foregoing instrument was signed on behalf of the Company by authority of the Board of Directors of the Company and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
20th day of December, 1989.




NOTARY PUBLIC

[SEAL]

My Commission Expires:

July 16, 1993
Date

Exhibit I to Assignment
and Purchase Agreement

I. Equipment Description and Specifications

A. Covered Hopper Cars for Plastics Service

Manufacturing Lot 1

Type:	6,105 cubic foot covered hopper cars
Quantity:	400
Reporting Marks:	ALAX 61001 - ALAX 61400
Manufacturer:	Union Tank Car Company
A.A.R. Mechanical Designation:	LO
Specifications:	Compartments - Four (4) Light Weight - 66,200 (Avg.) Length over strikers - 65' 6" Length over truck centers - 64' Height - 15' 6" Width - 10'6" Clearance Diagram - Report C Plate Specification - Plate C Diameter - 10'2" (Tear Drop Not Circle)

Per drawing (4)SK881213 dated 12/15/88 and representations of 1/26/89, specialties per list for specification number LO-5800-0425 dated November 7, 1986. Exterior gray 2 full coat alkyd finish minimum 5 mil DFT. Unlined. Fabrication to begin by July, 1989 with continuous production approximately 40 cars/week except as otherwise mutually agreed. For as many cars as Cain elects, interior 2 coat epoxy lining of Ameron 320, applied as recommended.

63 cars have spliced end sheets.

Full compliance with applicable DOT regulations and AAR interchange rules. Will meet current FRA and AAR requirements.

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY AS MARKETING AGENT
FOR THRALL CAR MANUFACTURING COMPANY
NUMBER AND TYPE: (400) Plastics Covered Hopper Cars

Identification Number	Lessor's Cost (Dollars)	Identification Number	Lessor's Cost (Dollars)
ALAX61001	52835	ALAX61043	52835
ALAX61002	52835	ALAX61044	52835
ALAX61003	52835	ALAX61045	52835
ALAX61004	52835	ALAX61046	52835
ALAX61005	52835	ALAX61047	52835
ALAX61006	52835	ALAX61048	52835
ALAX61007	52835	ALAX61049	52835
ALAX61008	52835	ALAX61050	52835
ALAX61009	52835	ALAX61051	52835
ALAX61010	52835	ALAX61052	52835
ALAX61011	52835	ALAX61053	52835
ALAX61012	52835	ALAX61054	52835
ALAX61013	52835	ALAX61055	52835
ALAX61014	52835	ALAX61056	52835
ALAX61015	52835	ALAX61057	52835
ALAX61016	52835	ALAX61058	52835
ALAX61017	52835	ALAX61059	52835
ALAX61018	52835	ALAX61060	52835
ALAX61019	52835	ALAX61061	52835
ALAX61020	52835	ALAX61062	52835
ALAX61021	52835	ALAX61063	52835
ALAX61022	52835	ALAX61064	52835
ALAX61023	52835	ALAX61065	52835
ALAX61024	52835	ALAX61066	52835
ALAX61025	52835	ALAX61067	52835
ALAX61026	52835	ALAX61068	52835
ALAX61027	52835	ALAX61069	52835
ALAX61028	52835	ALAX61070	52835
ALAX61029	52835	ALAX61071	52835
ALAX61030	52835	ALAX61072	52835
ALAX61031	52835	ALAX61073	52835
ALAX61032	52835	ALAX61074	52835
ALAX61033	52835	ALAX61075	52835
ALAX61034	52835	ALAX61076	52835
ALAX61035	52835	ALAX61077	52835
ALAX61036	52835	ALAX61078	52835
ALAX61037	52835	ALAX61079	52835
ALAX61038	52835	ALAX61080	52835
ALAX61039	52835	ALAX61081	52835
ALAX61040	52835	ALAX61082	52835
ALAX61041	52835	ALAX61083	52835
ALAX61042	52835	ALAX61084	52835

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY AS MARKETING AGENT
FOR THRALL CAR MANUFACTURING COMPANY
NUMBER AND TYPE: (400) Plastics Covered Hopper Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
ALAX61085	52835	ALAX61127	52835
ALAX61086	52835	ALAX61128	52835
ALAX61087	52835	ALAX61129	52835
ALAX61088	52835	ALAX61130	52835
ALAX61089	52835	ALAX61131	52835
ALAX61090	52835	ALAX61132	52835
ALAX61091	52835	ALAX61133	52835
ALAX61092	52835	ALAX61134	52835
ALAX61093	52835	ALAX61135	52835
ALAX61094	52835	ALAX61136	52835
ALAX61095	52835	ALAX61137	52835
ALAX61096	52835	ALAX61138	52835
ALAX61097	52835	ALAX61139	52835
ALAX61098	52835	ALAX61140	52835
ALAX61099	52835	ALAX61141	52835
ALAX61100	52835	ALAX61142	52835
ALAX61101	52835	ALAX61143	52835
ALAX61102	52835	ALAX61144	52835
ALAX61103	52835	ALAX61145	52835
ALAX61104	52835	ALAX61146	52835
ALAX61105	52835	ALAX61147	52835
ALAX61106	52835	ALAX61148	52835
ALAX61107	52835	ALAX61149	52835
ALAX61108	52835	ALAX61150	52835
ALAX61109	52835	ALAX61151	52835
ALAX61110	52835	ALAX61152	52835
ALAX61111	52835	ALAX61153	52835
ALAX61112	52835	ALAX61154	52835
ALAX61113	52835	ALAX61155	52835
ALAX61114	52835	ALAX61156	52835
ALAX61115	52835	ALAX61157	52835
ALAX61116	52835	ALAX61158	52835
ALAX61117	52835	ALAX61159	52835
ALAX61118	52835	ALAX61160	52835
ALAX61119	52835	ALAX61161	52835
ALAX61120	52835	ALAX61162	52835
ALAX61121	52835	ALAX61163	52835
ALAX61122	52835	ALAX61164	52835
ALAX61123	52835	ALAX61165	52835
ALAX61124	52835	ALAX61166	52835
ALAX61125	52835	ALAX61167	52835
ALAX61126	52835	ALAX61168	52835

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY AS MARKETING AGENT
FOR THRALL CAR MANUFACTURING COMPANY
NUMBER AND TYPE: (400) Plastics Covered Hopper Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
ALAX61169	52835	ALAX61211	52835
ALAX61170	52835	ALAX61212	52835
ALAX61171	52835	ALAX61213	52835
ALAX61172	52835	ALAX61214	52835
ALAX61173	52835	ALAX61215	52835
ALAX61174	52835	ALAX61216	52835
ALAX61175	52835	ALAX61217	52835
ALAX61176	52835	ALAX61218	52835
ALAX61177	52835	ALAX61219	52835
ALAX61178	52835	ALAX61220	52835
ALAX61179	52835	ALAX61221	52835
ALAX61180	52835	ALAX61222	52835
ALAX61181	52835	ALAX61223	52835
ALAX61182	52835	ALAX61224	52835
ALAX61183	52835	ALAX61225	52835
ALAX61184	52835	ALAX61226	52835
ALAX61185	52835	ALAX61227	52835
ALAX61186	52835	ALAX61228	52835
ALAX61187	52835	ALAX61229	52835
ALAX61188	52835	ALAX61230	52835
ALAX61189	52835	ALAX61231	52835
ALAX61190	52835	ALAX61232	52835
ALAX61191	52835	ALAX61233	52835
ALAX61192	52835	ALAX61234	52835
ALAX61193	52835	ALAX61235	52835
ALAX61194	52835	ALAX61236	52835
ALAX61195	52835	ALAX61237	52835
ALAX61196	52835	ALAX61238	52835
ALAX61197	52835	ALAX61239	52835
ALAX61198	52835	ALAX61240	52835
ALAX61199	52835	ALAX61241	52835
ALAX61200	52835	ALAX61242	52835
ALAX61201	52835	ALAX61243	52835
ALAX61202	52835	ALAX61244	52835
ALAX61203	52835	ALAX61245	52835
ALAX61204	52835	ALAX61246	52835
ALAX61205	52835	ALAX61247	52835
ALAX61206	52835	ALAX61248	52835
ALAX61207	52835	ALAX61249	52835
ALAX61208	52835	ALAX61250	52835
ALAX61209	52835	ALAX61251	52835
ALAX61210	52835	ALAX61252	52835

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY AS MARKETING AGENT
FOR THRALL CAR MANUFACTURING COMPANY
NUMBER AND TYPE: (400) Plastics Covered Hopper Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
ALAX61253	52835	ALAX61295	52835
ALAX61254	52835	ALAX61296	52835
ALAX61255	52835	ALAX61297	52835
ALAX61256	52835	ALAX61298	52835
ALAX61257	52835	ALAX61299	52835
ALAX61258	52835	ALAX61300	52835
ALAX61259	52835	ALAX61301	52835
ALAX61260	52835	ALAX61302	52835
ALAX61261	52835	ALAX61303	52835
ALAX61262	52835	ALAX61304	52835
ALAX61263	52835	ALAX61305	52835
ALAX61264	52835	ALAX61306	52635
ALAX61265	52835	ALAX61307	52635
ALAX61266	52835	ALAX61308	52635
ALAX61267	52835	ALAX61309	52635
ALAX61268	52835	ALAX61310	52635
ALAX61269	52835	ALAX61311	52635
ALAX61270	52835	ALAX61312	52635
ALAX61271	52835	ALAX61313	52835
ALAX61272	52835	ALAX61314	52835
ALAX61273	52835	ALAX61315	52835
ALAX61274	52835	ALAX61316	52635
ALAX61275	52835	ALAX61317	52635
ALAX61276	52835	ALAX61318	52635
ALAX61277	52835	ALAX61319	52635
ALAX61278	52835	ALAX61320	52635
ALAX61279	52835	ALAX61321	52635
ALAX61280	52835	ALAX61322	52635
ALAX61281	52835	ALAX61323	52635
ALAX61282	52835	ALAX61324	52635
ALAX61283	52835	ALAX61325	52635
ALAX61284	52835	ALAX61326	52635
ALAX61285	52835	ALAX61327	52635
ALAX61286	52835	ALAX61328	52635
ALAX61287	52835	ALAX61329	52635
ALAX61288	52835	ALAX61330	52635
ALAX61289	52835	ALAX61331	52635
ALAX61290	52835	ALAX61332	52635
ALAX61291	52835	ALAX61333	52635
ALAX61292	52835	ALAX61334	52635
ALAX61293	52835	ALAX61335	52635
ALAX61294	52835	ALAX61336	52635

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY AS MARKETING AGENT
FOR THRALL CAR MANUFACTURING COMPANY
NUMBER AND TYPE: 400) Plastics Covered Hopper Cars

Identification Number	Lessor's Cost (Dollars)	Identification Number	Lessor's Cost (Dollars)
ALAX61337	52635	ALAX61379	52835
ALAX61338	52635	ALAX61380	52835
ALAX61339	52635	ALAX61381	52835
ALAX61340	52635	ALAX61382	52835
ALAX61341	52635	ALAX61383	52835
ALAX61342	52635	ALAX61384	52835
ALAX61343	52635	ALAX61385	52835
ALAX61344	52635	ALAX61386	52835
ALAX61345	52635	ALAX61387	52835
ALAX61346	52635	ALAX61388	52835
ALAX61347	52635	ALAX61389	52835
ALAX61348	52635	ALAX61390	52835
ALAX61349	52635	ALAX61391	52835
ALAX61350	52635	ALAX61392	52835
ALAX61351	52635	ALAX61393	52835
ALAX61352	52635	ALAX61394	52835
ALAX61353	52635	ALAX61395	52835
ALAX61354	52635	ALAX61396	52835
ALAX61355	52635	ALAX61397	52835
ALAX61356	52635	ALAX61398	52835
ALAX61357	52635	ALAX61399	52835
ALAX61358	52635	ALAX61400	52835
ALAX61359	52635		
ALAX61360	52635		
ALAX61361	52635		
ALAX61362	52635		
ALAX61363	52635		
ALAX61364	52635		
ALAX61365	52635		
ALAX61366	52635		
ALAX61367	52635		
ALAX61368	52635		
ALAX61369	52635		
ALAX61370	52635		
ALAX61371	52635		
ALAX61372	52835		
ALAX61373	52835		
ALAX61374	52835		
ALAX61375	52835		
ALAX61376	52835		
ALAX61377	52835		
ALAX61378	52835		
		TOTAL	21121400